

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.191 OF 2003
IN
SUMMARY SUIT NO.1487 OF 2002

Bank of India Plaintiff

V/s.

I2I Enterprise Limited & Anr. . . .Defendants

Mr.O.A. Das for the Plaintiff.

Mr.Bhandary for Defendant No.1.

CORAM : S.J. VAZIFDAR, J.
DATED : 6TH JUNE, 2005.

P.C. :

1. The suit is filed to recover the amounts due in respect of the credit card facility granted by the Plaintiff to Defendant No.2 on the joint application of Defendant Nos.1 and 2. Defendant No.2 is an employee of Defendant No.1. The application for credit card was jointly made by Defendant Nos.1 and 2. By the application, Defendant No.1 expressly agreed that it would be jointly and severally liable for all the dues in respect of the card issued for all utilisations, renewals and other charges. The

application has been signed and stamped by Defendant No.1.

2. The only defence is that prior to filing of the suit, no demand has been made by the Plaintiff against Defendant No.1. There is no answer to unconditional agreement of Defendant No.1 to be jointly and severally liable for the dues in respect of the said card. The suit has been decreed against Defendant No.2.

3. There is no defence to the suit.

4. In the circumstances, the Summons for Judgment is made absolute against Defendant No.1 and the suit is decreed as prayed against Defendant No.1. However, the interest after the date of the suit shall be on the principle sum at the rate of 12% p.a.

3. Refund as per rules.

. For the purpose of refund of the court fees, the Prothonotary and Senior Master to act on an authenticated copy of this order.